



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

cure. *Turner v. Fidelity and Casualty Co.*, 112 Mich. 425, 70 N. W. 898; *Lobdill v. Laboring Men's Mut. Aid Ass'n*, 69 Minn. 14, 71 N. W. 696. This latter rule has been applied in practically all of the more recent decisions on this point. It is based on a well established rule of law, that a contract of insurance prepared by an insurance company will be construed liberally as against the insured and strictly as against the company. *Imperial Shale Brick Co. v. Jewett*, 169 N. Y. 143, 62 N. E. 167. Its object, indemnity for accidental injuries, should not be defeated by any narrow interpretation of its provisions.

LICENSES—REVOCATION OF PAROL LICENSES.—J., owning a tract of land and a narrow strip of land leading therefrom to a public highway and used as a private roadway, sold to plaintiff said tract of land, excluding the roadway, J agreeing by parol that plaintiff should have permanent use of the roadway. In a suit by plaintiff to enjoin the defendants, holding title to said roadway as devisees under the will of J, from obstructing the same, it was *Held*, plaintiff's right to use the roadway is based upon a parol license which becomes irrevocable upon the expenditure of money by plaintiff in improving said roadway, and otherwise incurring expense on the faith of the perpetual use of same. *Jann v. Standard Cement Co. (Ind.)*, 102 N. E. 872. See NOTES, p. 309.

MANDAMUS—JURISDICTIONAL MISTAKE OF LAW—COMPELLING JUDICIAL ACTION.—An inferior court by mistake of law erroneously dismissed an appeal from a justice's court. *Held*, mandamus lies to compel the assumption of jurisdiction and a trial on the merits. *Floyd v. District Court (Nev.)*, 135 Pac. 922. See NOTES, p. 320.

MARRIAGE—COMMON LAW—INTENT TO CREATE IN BIGAMY CASES.—Two parties in good faith contracted, in New York, a ceremonial marriage void there because of a disability of one of the parties to marry in that state. They later removed to Illinois, where such disability did not exist, and where common-law marriages were valid, and they there continued to cohabit as man and wife. They always relied in good faith upon the original ceremonial marriage as being valid. *Held*, by such cohabitation, a common-law marriage is not created so as to make the man guilty of bigamy in later marrying another woman. *People v. Shaw (Ill.)*, 102 N. E. 1031.

If cohabitation, though originally unlawful because of a disability of one of the parties, be innocent and *bona fide* intended to be matrimonial, the parties may, upon removal of the disability, assume the marital relation; and unless rebutted, the assumption of the relation will be presumed from the continued cohabitation after the cessation of the disability, if the cohabitation be always *bona fide*. *Barker v. Valentine*, 125 Mich. 336, 84 N. W. 297, 84 Am. St. Rep. 578, 51 L. R. A. 787; *Land v. Land*, 206 Ill. 288, 68 N. E. 1109, 99 Am. St. Rep. 171. The presumption in such a case is especially strong where the parties celebrated a *bona fide* and innocent ceremonial marriage, invalid because of a disability of one party, and continue to cohabit as man and wife after removal

of the disability, such impediment not being known by them to exist at any time before its removal. *Poole v. People*, 24 Colo. 510, 52 Pac. 1025, 65 Am. St. Rep. 245; *Land v. Land*, *supra*. In the light of these rules, the marriage in question should have been held a valid common-law marriage in Illinois, as the disability did not exist there. And the element of marital consent, after the change of residence, is found in the fact that the parties intended their cohabitation in Illinois to be matrimonial. There was thus created a valid present agreement, and the fact that the parties erred in their idea of what was necessary to make that agreement binding in law, it would seem, should make no difference in its legal effect, since the necessary essentials of the agreement were actually present. It is true that in prosecutions for bigamy, the presumption of innocence in the second marriage will overcome a mere presumption of validity of the first. *Green v. State*, 21 Fla. 403, 58 Am. Rep. 670; *Hiler v. People*, 156 Ill. 511, 41 N. E. 181, 47 Am. St. Rep. 221. But the doctrine does not apply where the first marriage is in fact entered into. *Parker v. State*, 77 Ala. 47, 54 Am. Rep. 43; *People v. Mendenhall*, 119 Mich. 404, 78 N. W. 325, 75 Am. St. Rep. 408.

NEGLIGENCE—IMPUTED NEGLIGENCE—DEATH BY WRONGFUL ACT.—An infant, while in the custody of its father, was killed by the negligence of the defendant. The father was actively negligent in allowing the infant to be exposed to the danger. The father brought an action as administrator of the infant. *Held*, he cannot recover. *Ohnesorge v. Chicago City Ry. Co.* (Ill.), 102 N. E. 819. See NOTES, p. 318.

OIL AND GAS WELLS—DAMAGES—PERCOLATING WATERS.—The defendant dug a well on his land and after abandoning it, removed the casing and failed to plug it up. Water collected in it and permeated the surrounding sand, injuring the plaintiff's oil well. *Held*, although the case was one of novel impression, there is a right of action at common law for damages. *Atkinson v. Virginia Oil & Gas Co.* (W. Va.), 79 S. E. 647.

While apparently, as stated in the decision, an application of the law to a novel state of facts, yet the decision follows as the logical extension of well established principles. It is settled that a person has a right to a reasonable use of percolating water on his own land. See NOTES, p. 229. But by the great weight of authority he has no right, by a use of his own land, to pollute the percolating waters of another. *Ballard v. Tomlinson*, L. R. 29 Ch. Div. 115; *Pensacola Gas Co. v. Pebley*, 25 Fla. 381, 5 So. 593; *Kinnaird v. Standard Oil Co.*, 89 Ky. 468, 12 S. W. 937, 25 Am. St. Rep. 545, 7 L. R. A. 451. There seems no reason why this rule should not apply, as in the principal case, to percolating oil or gas.

PARTNERSHIP—SURVIVING PARTNER—RIGHT TO COMPENSATION.—A partnership for the practice of law was dissolved by death. The partnership assets included considerable business in the nature of pending litigation. The surviving partner prosecuted this litigation to its termination. In a suit for an accounting the survivor claimed the right to compen-